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7                   UNITED STATES DISTRICT COURT  
8                   WESTERN DISTRICT OF WASHINGTON  
9                   AT SEATTLE  
10

11                   PACIFIC SURVEY GROUP, LLC a  
12                   Washington Limited Liability  
13                   Company,  
14

15                   Plaintiff,

16                   v.  
17

18                   TYCHE HIGH SEAS CAPITAL CORP., a  
19                   Florida Corporation; *in personam* CERTAIN  
20                   DATA COLLECTED DURING CHARTER  
21                   PARTY; *in rem*.  
22

23                   Defendant.

24                   IN ADMIRALTY

25                   NO.

26                   COMPLAINT

27                   Pacific Survey Group, LLC (“Pacific Survey”) brings the following claim against  
28 Tyche High Seas Capital Corp. seeking payment for monies due under the charter party and  
29 attorneys’ fees. Pacific Survey also requests the Court find that it has a maritime lien on the  
30 data collected during the charter party and order its sale at a marshal’s sale in accordance with  
31 Supplemental Admiralty Rule C.

32                   I. JURISDICTION

33                   1         This Court has subject matter jurisdiction over this matter in admiralty under  
34 28 U.S.C. §133 and Rule C of the Supplemental Rules for Certain Admiralty and Maritime  
35 Claims of the Federal Rules of Civil Procedure because it involves a dispute over a time  
36

37                   COMPLAINT - 1

38                   ATTORNEYS AT LAW  
39                   BAUER MOYNIHAN & JOHNSON LLP  
40                   2101 FOURTH AVENUE - SUITE 2400  
41                   SEATTLE, WASHINGTON 98121-2320  
42                   (206) 443-3400

1 charter of vessel, which is a maritime contract, and subsequent *in rem* process of the cargo of  
2 that vessel.

3. This Court has personal jurisdiction over the plaintiff because it agreed to  
4 jurisdiction in this Court in the charter party dated November 13, 2019 (“Charter Party”).

## 5 II. PARTIES

6. Pacific Survey Group, LLC is a limited liability company formed under the  
7 laws of the state of Washington with its principal place of business in Seattle, Washington.  
8 All of its members are also citizens of the state of Washington.

5. Tyche High Seas Capital Corp. (“Tyche”) is a Florida corporation with its  
10 principal place of business in Homestead, Florida.

## 11 III. VENUE

12. Venue is proper in this Court by virtue of the fact that Tyche agreed to this  
13 venue pursuant to the Charter Party.

## 14 IV. FACTS

15. On or about November 13, 2019, Pacific Survey, as Owner, and Tyche, as  
16 Charterer, entered into the Charter Party, where Pacific Survey would provide the OCEAN  
17 TITAN to Tyche.

18. Pacific Survey provided the OCEAN TITAN to Tyche as required in the  
19 Charter Party.

20. The OCEAN TITAN was on charter to Tyche between November 29, 2019  
21 and December 20, 2019. Under the terms of the Charter Party, Tyche owed \$741,400 in  
22 Charter hire.

23. Under the terms of the Charter Party, Tyche owed \$33,700 in demobilization  
24 costs.

25. Under the terms of the Charter Party, Tyche owed \$466.57 for a Daco  
26 Magnum 2000 with lid.

COMPLAINT - 2

13. Under the terms of the Charter Party, Tyche owed \$9,949.87 for reimbursable expenses.

14. Pacific Survey has satisfied all of its obligations under the Charter Party.

15. Tyche paid \$250,000 at the commencement of the Charter Party. This amount was applied to the balance.

16. On January 31, 2020, Pacific Survey invoiced Tyche for the amount due and owing under the Charter Party, \$535,516.44.

17. Under the terms of the Charter Party, payment was due within 30 days or by March 1, 2020.

18. Payment was not made on March 1, 2020.

19. A partial payment of \$75,000 was made on July 1, 2020.

20. No further payments have been made.

21. Under the terms of the Charter Party, interest on unpaid amounts accrued at 12% per annum. For the period of time between March 1, 2020 and July 1, 2020, interest accrued at the rate of \$176.06 a day. For the period of time from July 1, 2020 forward, interest accrued, and continues to accrue, at \$158.46. The total amount due as of December 1, 2021 is \$564,080.38.

## V. FIRST CAUSE OF ACTION

## **CLAIM FOR MONEY DUE**

22. As outlined above, Tyche owes \$564,080.38 to date.

24. Tyche owes interest at a rate of 12% per annum on all amounts past due. This is currently \$158.46 per day.

## **VI. SECOND CAUSE OF ACTION**

## ATTORNEYS FEES

25. The Charter Party provides at Part II, Section 37(d):

This Charter Party shall be construed under and governed by the general maritime law of the United States, or by the laws of the State of Washington in the event there is no applicable general maritime rule of law. Any dispute arising out of and/or relating to this Charter Party agreement and/or performance hereunder shall be resolved through litigation in the federal or state court located in Seattle, Washington, with the parties consenting to the court's personal jurisdiction and the substantially prevailing party to recover its reasonable legal fees and costs.

26.. By refusing to pay the amounts due and by commencing this cause of action,  
Tyche is requiring Pacific Survey to incur attorneys' fees to collect what is owing.

27. Under the terms of the Charter Party, Tyche is responsible to pay Pacific Survey's attorneys' fees.

## **VII. THIRD CAUSE OF ACTION MARITIME LIENS**

<sup>28</sup> The Charter Party provides in the relevant part that:

The Owners shall have a lien upon all cargoes, fuel and equipment owned by the Charterers for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel.

29. The purpose of the Charter Party was to collect data and transport it back to shore. The data became the cargo of the vessel (“Cargo”). Under the terms of the Charter Party, Pacific Survey has a lien on the Cargo.

30. A maritime lien in favor of Pacific Survey now exists against the Cargo, as Tyche failed to pay charter hire in the amount and at the time due.

31 The Cargo remains in the possession, custody and/or control of Pacific Survey.

32 Pursuant to the Charter Party, unpaid hire in the amount of \$535,516.44 has been earned on the Cargo, all of which is now due and owing. Despite demands, Tyche has failed to satisfy its obligations under the Charter Party and Tyche is indebted to Pacific Survey in the amount of \$535,516.44.

1       33. Pacific Survey requests an order allowing it to sell the Cargo at a Marshall's sale  
2 to satisfy the indebtedness of Tyche.

3           WHEREFORE, Pacific Survey prays for relief as follows:

4       1. That issuance and delivery of process *in rem* against the defendant Cargo be  
5 held in abeyance, pursuant to Rule E(3)(c) of the Supplemental Rules for Admiralty and  
6 Maritime Claims, until such time as Pacific Survey requests the Court issue process through  
7 motion;

8       2. That all persons, firms, corporations or other entities claiming any interest in  
9 defendant Cargo be required to appear and answer on all matters alleged herein, or be barred  
10 forever of any right of equity or redemption or claim in and to the Cargo;

11      3. That Plaintiff be adjudged the holder of a maritime lien on the Cargo, for  
12 payment of sums due, and that this Court declare the lien to be superior to all other liens  
13 which may exist against the Cargo;

14      4. Judgment against defendant Cargo, *in rem*, for all amounts due under the lien  
15 as may be found due and owing after trial, together with prejudgment interest and costs;

16      5. Judgment against defendant, Tyche, *in personam*, for all amounts due under  
17 the Charter Party, including attorneys' fees;

18      6. That the maritime lien be foreclosed and the Cargo sold by the U.S. Marshal in  
19 accordance with law, and the proceeds therefrom be held in the Registry of the Court to be  
20 applied first to the lien of Plaintiff; and

21      7. For such other and further relief this Court appears just and equitable under the  
22 circumstances.

23      ///

24      ///

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COMPLAINT - 5

1 Dated this 28 day of December, 2021.

2 BAUER MOYNIHAN & JOHNSON LLP

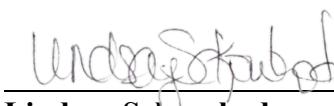
3  
4 /s/ Donald K. McLean  
5 Donald K. McLean, WSBA No. 24158  
6 Attorneys for Plaintiff  
7 PACIFIC SURVEY GROUP, LLC  
8 Bauer Moynihan & Johnson LLP  
9 2101 Fourth Avenue, Suite 2400  
Seattle, WA 98121  
Telephone: (206) 443-3400  
Fax: (206) 448-9076  
E-mail: [dkmclean@bmjlaw.com](mailto:dkmclean@bmjlaw.com)

10 VERIFICATION PURSUANT TO LAR 105

11  
12 I, Lindsay Sckorohod being first duly sworn upon oath, depose and say:

- 13 1. I am the Manager of Plaintiff in the above-entitled matter.  
14 2. I have read the Complaint and believe the facts alleged to be true and accurate  
15 to the best of my knowledge, information and belief.

16  
17 I declare under penalty of perjury under that the foregoing is true and correct. Executed on  
18 this 28 day of December, 2021 in Seattle, Washington.

19  
20   
21 Lindsay Sckorohod